

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Nova-BioRubber Green Technologies Inc.*
v. Investment Agriculture Foundation
British Columbia,
2025 BCSC 2495

Date: 20251216
Docket: S248859
Registry: New Westminster

Between:

Nova-Biorubber Green Technologies Inc.

Plaintiff

And

Investment Agriculture Foundation British Columbia

Defendant

Before: The Honourable Justice Loo

Reasons for Judgment Re: Costs

Representative for the Plaintiff, appearing in
person:

Dr. A. Buranov

Counsel for the Defendant:

J.A. Der
S.S.F. Chua

Place and Dates of Trial:

New Westminster, B.C.
October 27–28, 2025

Written Submissions of the Defendant:

November 28, 2025

Written Submissions of the Plaintiff:

December 2, 2025

Place and Date of Judgment:

New Westminster, B.C.
December 16, 2025

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Introduction

[1] This is an application for costs under R. 9-1(4) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 which authorizes this Court to consider an offer to settle in relation to the determination of costs.

[2] The underlying action arose in relation to scientific grants that were applied for by Nova-Biorubber Green Technologies Inc. (the “plaintiff”). The defendant (the “Foundation”) determined that the plaintiff’s proposals did not meet the eligibility requirements of the Canadian-BC Agri-Innovation Program and rejected the plaintiff’s applications. The plaintiff advanced claims for damages against the Foundation arising from those rejections.

[3] The plaintiff’s principal is Dr. Anvar Buranov, who testified on behalf of the plaintiff and represented the plaintiff at this trial.

[4] The trial of this action commenced on Monday, October 27, 2025. Dr. Buranov delivered an opening statement on behalf of the plaintiff, after which he testified in chief and was cross-examined by counsel for the Foundation. Following the close of the plaintiff’s case, the Foundation advanced a no evidence motion to have the action dismissed under R. 12-1. I allowed that motion, and the plaintiff’s action was dismissed.

The defendant’s application for double costs

[5] On November 1, 2023, an offer was made by the Foundation to settle this action for an all-inclusive payment of \$25,000. On November 3, 2023, the plaintiff rejected the Foundation’s offer, reiterating its claim for “at least” \$900,000 in losses and damages.

[6] The Foundation seeks double costs for steps taken in the proceeding after the delivery of the offer to settle, pursuant to R. 9-1(5)(b). That Rule provides:

Cost options

(5) In a proceeding in which an offer to settle has been made, the court may do one or more of the following:

...

(b) award double costs of all or some of the steps taken in the proceeding after the date of delivery or service of the offer to settle;

[7] An order for double costs is a discretionary order. R. 9-1(6) sets out the four considerations that may guide the court's analysis:

Considerations of court

(6) In making an order under subrule (5), the court may consider the following:

- (a) whether the offer to settle was one that ought reasonably to have been accepted, either on the date that the offer to settle was delivered or served or on any later date;
- (b) the relationship between the terms of settlement offered and the final judgment of the court;
- (c) the relative financial circumstances of the parties;
- (d) any other factor the court considers appropriate.

[8] The policy underlining R. 9-1(5) and (6) is to encourage early settlement of lawsuits by rewarding parties who make reasonable settlement offers that should have been accepted and, correspondingly, penalizing parties who should have accepted reasonable settlement offers: *Hartshorne v. Hartshorne*, 2011 BCCA 29 at para. 25.

[9] The reasonableness of an offer is to be assessed under R. 9-1(6)(a) by considering factors such as “the timing of the offer, whether it had some relationship to the claim (as opposed to being a ‘nuisance offer’), whether it could be easily evaluated, and whether some rationale for the offer was provided.”: *Hartshorne* at para. 27. A party who rejects a reasonable offer to settle should face some sanction in terms of costs: *Wafler v. Trinh*, 2014 BCCA 95 at para. 81.

[10] Rule 9-1(6)(b) provides that the court may also consider the relationship between the terms of settlement offered and the final judgment of the court. This is an independent factor to be considered in considering whether a double costs order should be made: *Hartshorne* at para. 30.

[11] I invited the parties to submit written submissions in relation to costs, and they did so.

[12] The Foundation submits that its offer was a genuine effort to compromise with clear terms and justification, a meaningful offer of payment and a waiver of costs. It observes that its offer was made at a relatively early stage in the proceeding and before the parties had incurred costs to attend discoveries or attend trial.

[13] The plaintiff's submissions do not directly address the issue of costs. Rather, they reiterate arguments that were made and dismissed at trial.

Conclusion

[14] I agree with the Foundation that it was unreasonable for the plaintiff to refuse the Foundation's offer given the circumstances that existed when the offer was made. The offer provided the Foundation's rationale for the amount offered. The plaintiff's expectations regarding its claim were unrealistic and without any legal basis. As a result of the Foundation's offer, the plaintiff had an opportunity to extract itself from this litigation well ahead of the scheduled trial date.

[15] Rather than accept this reasonable offer, the plaintiff chose to engage in a trial. As stated above, the party who rejects a reasonable offer to settle should face some sanction in terms of costs.

[16] For these reasons, it is my view that R. 9-1(5)(b) should apply in this case. Accordingly, the Foundation shall receive double costs of the action from November 3, 2023 to the date of these reasons.

"Loo J."